

WARE-BUTLER, INC., a corporation organized under the laws of the State of Maine and having a place of business in Waterville, County of Kennebec, State of Maine

of ~~(being removed)~~ for consideration paid, grant to ALBERT L. PRATT

of 178 Spring Street, Lewiston, Androscoggin County, Maine
with ~~Warranty Covenants~~ 011869
the land in Waterville, Kennebec County, State of Maine, bounded and described as follows, to wit:

TRANSFER
TAX
PAID

A certain lot or parcel of land situated at the intersection of the westerly line of proposed Lynn Street and the northerly line of Barnet Avenue, bounded and described as follows, to wit:

Beginning at an iron pin located in the northerly line of Barnet Avenue, which iron pin is fifteen and seventy-one hundredths (15.71) feet along a curve from an iron pin on the westerly line of proposed Lynn Street; thence N 78° 06' W along the northerly line of Barnet Avenue a distance of ninety (90) feet to an iron pin; thence N 11° 56' E a distance of one hundred thirty-one and three tenths (131.3) feet to an iron pin and land formerly of Ralph Nash; thence S 78° 06' E a distance of one hundred (100) feet, more or less, to an iron pin; thence S 11° 56' W along the westerly line of proposed Lynn Street a distance of one hundred twenty-one and three tenths (121.3) feet to an iron pin; thence along a curve to the right fifteen and seventy-one hundredths (15.71) feet to the iron pin in the northerly line of Barnet Avenue and being the point of beginning.

Meaning and intending to convey Lot #6 as shown on plan entitled "Subdivision of Land of Lester T. Jolovitz" approved by the Waterville Planning Board May 23, 1983 and recorded in Kennebec Registry of Deeds File #E-83062.

This conveyance is made subject, however, to the following restrictions which will be binding upon the said grantee and all persons claiming or holding under said grantee:

1. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time, nor shall said lots be subdivided or sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuilding shall be occupied as a residence prior to the construction of the main building.
2. That no house for more than one family and costing less than forty thousand dollars (\$40,000.00) shall be built on said land, and no building, including garages, shall be erected or placed on any part of said land within thirty (30) feet of said Barnet Avenue and within ten (10) feet from any boundary line.
3. That no placards or advertising signs, other than such as relate to the sale or leasing of said lots, shall be erected or maintained on said lots or any building thereon.
4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.

6. The grantee, his heirs and assigns, shall not obstruct or divert the natural flow of water across the above described parcel of land as to cause damage or nuisance to any abutting owner.

7. That if the owner of two or more contiguous lots desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.

8. The grantor herein does not hold itself responsible for enforcement of the aforementioned restrictions.

Being part of the premises conveyed to the herein grantor by warranty deed from Lester T. Jolovitz dated July 25, 1985 and recorded in Kennebec Registry of Deeds Book 2830, Page 270.

IN WITNESS WHEREOF, the said WARE-BUTLER, INC. has caused this instrument to be signed in its name and sealed with its seal by Gerard J. Giguere, its President, thereunto duly authorized, this 21st day of May, 1987.

~~James as grantor and releases all rights by descent and all other rights~~ ~~xx wife of said grantor xx~~

~~xx Witness xx~~

~~xx hand xx and seal xx this xx~~

~~xx day xx of xx~~

~~xx 19 xx~~

WARE-BUTLER, INC.

By

Gerard J. Giguere, President

The State of Maine

Kennebec

ss.

May 21, 19 87

Then personally appeared the above named Gerard J. Giguere, President of Ware-Butler, Inc.

and acknowledged the foregoing instrument to be his free act and deed, in his said capacity and the free act and deed of said corporation.

Before me,

Justice of the Peace - Attorney at Law - Notary Public

STEPHEN F. DUBOIS

RECEIVED KENNEBEC, ME.
1987 MAY 28 AM 9:00
RECORDED FROM ORIGINAL